

AWARD / CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE OF PAGES 1 9	
2. CONTRACT (Proc. Inst. Ident.) NO. TIRNO-98-D-00012		3. EFFECTIVE DATE See Block 20C		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. 0-8-50-38-GP-A01			
5. ISSUED BY CODE INTERNAL REVENUE SERVICE A/C PROCUREMENT M:P:O 7th Floor 6009 OXON HILL ROAD OXON HILL, MD 20745 Steve Vanderlinden 202-283-1514		irs0088		6. ADMINISTERED BY (If other than Item 5) CODE See Item 5			
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code) SCIENCE APPLICATIONS INTERNATIONAL CORP. ATTN: 1710 GOODRIDGE DRIVE PO BOX 1303 MCLEAN VA 22102				Vendor ID: 00046071 CEC: 054781240 Cage Code: Tax ID #: 95-3630868		8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)	
						9. DISCOUNT FOR PROMPT PAYMENT 00.000% 00 Net 030	
				10. SUBMIT INVOICES (4 copies unless other-wise specified) To THE ADDRESS SHOWN IN:		ITEM	
CODE		FACILITY CODE					
11. SHIP TO/MARK FOR CODE IRS/ M:S:CE:PD, CP6 2nd Fl 2221 South Clark Street Arlington, VA 22202		22202001		12. PAYMENT WILL BE MADE BY IRS/IRS-ADMINISTRATIVE SERVICES CENTER PO BOX E TELEPHONE # (304) 256-6000 BECKLEY, WV 25802		CODE INV0B30	
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C 2304(c)() <input type="checkbox"/> 41 U.S.C 253(c)()				14. ACCOUNTING AND APPROPRIATION DATA BOC:			
15A. ITEM NO.	15B. SUPPLIES/SERVICES		15C. QUANTITY		15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	See attached Schedule(s)						
15G. TOTAL AMOUNT OF CONTRACT						0.00	
16. TABLE OF CONTENTS							
SEC.	DESCRIPTION		PAGE (S)	SEC.	DESCRIPTION		PAGE (S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	1	I	CONTRACT CLAUSES		
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	8	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
	C	DESCRIPTION/SPECS./WORK STATEMENT		J	LIST OF ATTACHMENTS		
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
	E	INSPECTION AND ACCEPTANCE		K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS		
	F	DELIVERIES OR PERFORMANCE		L	INSTRS., CONDS., AND NOTICES TO OFFERORS		
	G	CONTRACT ADMINISTRATION DATA		M	EVALUATION FACTORS FOR AWARD		
	H	SPECIAL CONTRACT REQUIREMENTS					
CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE							
17. <input type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input checked="" type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number <u>TIRNO-98-D-00012</u> , including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. NAME AND TITLE OF SIGNER (Type or print)				20A. NAME OF CONTRACTING OFFICER Steve Vanderlinden 202-283-1514			
19B. NAME OF CONTRACTOR BY _____ (Signature of person authorized to sign)		19C. DATE SIGNED		20B. UNITED STATES OF AMERICA BY <u>Steven H. Vanderlinden</u> (Signature of Contracting Officer)		20C. DATE SIGNED 4/1/98	

TIRNO-98-D-00012

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY/UNIT</u>	<u>AMOUNT</u>
BASE YEAR			
0001	Service Area 1 - Research, analysis and Evaluation of Training Strategies - Total Labor as detailed in Section J.	1 lot	\$2,009,114.06
0002	Service Area 1 - Materials and Other Costs	1 lot	NTE \$ 5,000.00
0003	Service Area 1 - Travel	1 lot	NTE \$ 10,000.00
0004	Service Area 2 - Personnel Assessments - Total Labor	1 lot	\$1,262,962.41
0005	Service Area 2 - Materials and Other	1 lot	NTE \$ 3,000.00
0006	Service Area 2 - Travel	1 lot	NTE \$ 10,000.00
0007	Service Area 3 - Creation of Specific Courses, Curricula, and Performance Development Materials - Total Labor	1 lot	\$2,480,051.74
0008	Service Area 3 - Materials and Other Costs	1 lot	NTE \$ 50,000.00
0009	Service Area 3 - Travel	1 lot	NTE \$ 10,000.00
0010 - 0018 RESERVED			
0019	Submission of SF 294 and SF 295 Forms	1 lot	Not Separately Priced

TIRNO-98-D-00012

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY/UNIT</u>	<u>AMOUNT</u>
FIRST OPTION YEAR			
0020	Service Area 1 - Research, analysis and Evaluation of Training Strategies - Total Labor as detailed in Section J.	1 lot	\$4,125,276.86
0021	Service Area 1 - Materials and Other Costs	1 lot	NTE \$ 10,000.00
0022	Service Area 1 - Travel	1 lot	NTE \$ 20,000.00
0023	Service Area 2 - Personnel Assessments - Total Labor	1 lot	\$2,644,607.58
0024	Service Area 2 - Materials and Other	1 lot	NTE \$ 6,000.00
0025	Service Area 2 - Travel	1 lot	NTE \$ 20,000.00
0026	Service Area 3 - Creation of Specific Courses, Curricula, and Performance Development Materials - Total Labor	1 lot	\$5,077,905.37
0027	Service Area 3 - Materials and Other Costs	1 lot	NTE \$ 100,000.00
0028	Service Area 3 - Travel	1 lot	NTE \$ 20,000.00
0029 - 0037 RESERVED			
0038	Submission of SF 294 and SF 295 Forms	1 lot	Not Separately Priced
SECOND OPTION YEAR			
0039	Service Area 1 - Research, analysis and Evaluation of Training Strategies - Total Labor as detailed in Section J.	1 lot	\$4,235,755.99

TIRNO-98-D-00012

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY/UNIT</u>	<u>AMOUNT</u>
SECOND OPTION YEAR (continued)			
0040	Service Area 1 - Materials and Other Costs	1 lot	NTE \$ 10,000.00
0041	Service Area 1 - Travel	1 lot	NTE \$ 20,000.00
0042	Service Area 2 - Personnel Assessments - Total Labor	1 lot	\$2,769,525.06
0043	Service Area 2 - Materials and Other	1 lot	NTE \$ 6,000.00
0044	Service Area 2 - Travel	1 lot	NTE \$ 20,000.00
0045	Service Area 3 - Creation of Specific Courses, Curricula, and Performance Development Materials - Total Labor	1 lot	\$5,198,361.31
0046	Service Area 3 - Materials and Other Costs	1 lot	NTE \$ 100,000.00
0047	Service Area 3 - Travel	1 lot	NTE \$ 20,000.00
0048	-0056 RESERVED		
0057	Submission of SF 294 and SF 295 Forms	1 lot	Not Separately Priced
THIRD OPTION YEAR			
0058	Service Area 1 - Research, analysis and Evaluation of Training Strategies - Total Labor as detailed in Section J.	1 lot	\$4,349,381.80
0059	Service Area 1 - Materials and Other Costs	1 lot	NTE \$ 10,000.00
0060	Service Area 1 - Travel	1 lot	NTE \$ 20,000.00

TIRNO-98-D-00012

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY/UNIT</u>	<u>AMOUNT</u>
THIRD OPTION YEAR (continued)			
0061	Service Area 2 - Personnel Assessments - Total Labor	1 lot	\$2,900,342.94
0062	Service Area 2 - Materials and Other	1 lot	NTE \$ 6,000.00
0063	Service Area 2 - Travel	1 lot	NTE \$ 20,000.00
0064	Service Area 3 - Creation of Specific Courses, Curricula, and Performance Development Materials - Total Labor	1 lot	\$5,321,470.64
0065	Service Area 3 - Materials and Other Costs	1 lot	NTE \$ 100,000.00
0066	Service Area 3 - Travel	1 lot	NTE \$ 20,000.00
0067	- 0075 RESERVED		
0076	Submission of SF 294 and SF 295 Forms	1 lot	Not Separately Priced
FOURTH OPTION YEAR			
0077	Service Area 1 - Research, analysis and Evaluation of Training Strategies - Total Labor as detailed in Section J.	1 lot	\$4,466,532.39
0078	Service Area 1 - Materials and Other Costs	1 lot	NTE \$ 10,000.00
0079	Service Area 1 - Travel	1 lot	NTE \$ 20,000.00
0080	Service Area 2 - Personnel Assessments - Total Labor	1 lot	\$3,013,475.50

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY/UNIT</u>	<u>AMOUNT</u>
	FOURTH OPTION YEAR (continued)		
0081	Service Area 2 - Materials and Other	1 lot	NTE \$ 6,000.00
0082	Service Area 2 - Travel	1 lot	NTE \$ 20,000.00
0083	Service Area 3 - Creation of Specific Courses, Curricula, and Performance Development Materials - Total Labor	1 lot	\$5,447,960.02
0084	Service Area 3 - Materials and Other Costs	1 lot	NTE \$ 100,000.00
0085	Service Area 3 - Travel	1 lot	NTE \$ 20,000.00
0086	- 0094	RESERVED	
0095	Submission of SF 294 and SF 295 Forms	1 lot	Not Separately Priced

B.1 GOVERNMENT'S MINIMUM OBLIGATIONS

This acquisition is an indefinite delivery, indefinite quantity acquisition. The prices stated above for labor costs in each Service Area are based on the detailed breakdown of labor categories and hours contained in Section J (Attachment J.2.1).

The Government's minimum obligation for each contract in each Service Area is stated below. Minimum obligations have been assigned based on the Government's estimates of the amount of work anticipated in each Service Area divided by the number of firms receiving contract awards.

SERVICE AREA	MINIMUM OBLIGATION PER CONTRACT
1	\$37,500
2	\$15,000
3	\$30,000
Total	\$82,500

B.2 MATERIALS, OTHER COSTS AND TRAVEL

The dollar figures shown above for materials and other costs and for travel in each Service Area during each year are for estimating purposes and may or may not be illustrative of actual dollars to be ordered in each of these categories.

(a) On firm fixed price orders, materials and other costs will be reimbursed at the firm fixed prices agreed upon by the parties prior to commencement of performance under the Order.

(b) On time and materials orders, materials and other costs will be reimbursed on an actual cost basis, including material handling costs, if appropriate.

(c) On all orders, travel will be reimbursed on an actual cost basis subject to the limitations and stipulations of the Federal Travel Regulations.

SECTION C DESCRIPTION/SPECIFICATIONS

C.1 RESERVED

C.2. Scope of Work

Independently and not as an agent of the Government, the selected contractors will furnish all necessary services, qualified personnel, material, equipment and facilities not otherwise provided by the Government as needed to perform one or more individual tasks, as to be later specified in specific task orders. Tasks to expect can be found in this Scope of Work.

C.2.1 Assumptions About Future Efforts

Currently, there are approximately 114,000 IRS employees. The majority are working in tax collection, return processing, tax examination, and in customer service occupations. The others work in various technical, management, and support functions. Most of these employees will need "performance development" (i.e., training or performance support) due to the following conditions:

Organizational Redeployment. Due to organizational restructuring over the next several years, thousands of current employees are expected to be redeployed to other positions. The reassigned personnel will need new skills for their new occupations. Performance development counseling will be needed to help employees respond to organizational changes; assess their competencies; and facilitate job transitions.

Professional and Technical Developments. Due to changes in the tax system (i.e., revised collection and processing procedures) and developments in information technologies, thousands of employees in continuing positions will need additional training, i.e., Continuing Education programs in order to keep current in their specialties.

Competency Assessments. To create an inventory of certified

employee competencies, the IRS has initiated competency-based assessment programs to identify and certify employee competencies needed to perform job-related tasks, and also to identify areas of improvement that could require training or performance support. The results of these assessments are used to identify both individual and organizational training needs.

Action Learning. Performance development is moving from classroom-centered training to "real life," on-the-job learning experiences. For example, action learning could involve the formation of learning teams to jointly work on business problems, while being guided by advisors.

C.2.2 General services needed under this contract could include, but are not limited to, the following service areas:

Service Area 1 RESEARCH, ANALYSIS & EVALUATION OF TRAINING STRATEGIES.

Contract assistance is needed to develop measures which will help determine how well performance development approaches currently employed or under consideration are meeting expectations. These studies of performance development programs and systems could include:

1A. Program Evaluation, such as:

1A1. Cost-benefit studies, e.g., Return on Investment evaluations

1A2. Curricula effectiveness analyses:

- a. Studies of curricula appropriateness
- b. Quality reviews of training and performance support materials
- c. Training-media studies
- d. Curriculum design or redesign
- e. Knowledge-transfer studies

1A3. Statistical analyses:

- a. Research Design (i.e., data collection methods/instruments)
- b. Data collection and interpretation

1A4. Systems analyses:

- a. Ergonomics (i.e., user-interface design)
- b. Usability testing
- c. Evaluation and redesign of Corporate Education's work procedures

1A5. Personnel Studies

1B. Studies of Emerging Technologies

- 1B1. Applying existing systems (e.g., computer networks as training tools; access to other organizations' networks)
- 1B2. Modifying existing systems (e.g., creative uses of electronic performance support systems to train new skills and to assist in job completion)
- 1B3. Developing new systems (e.g., virtual reality as an instructional tool)

1C. Studies of Strategies for Performance Testing and Measurements:

- 1C1. Plan usability-testing strategies for evaluating skill acquisition
- 1C2. Design skill-assessment strategies
- 1C3. Validate testing instruments

Service Area 2 PERSONNEL ASSESSMENTS

Systematic assessments will be used to provide guidance to individual employees in their own performance development planning. Assessments are also needed to provide guidance to the organizations within IRS in their business and staffing decisions. For example, an organization may decide to establish a certain type of training based on a pattern of assessment results, or to redeploy an individual employee based on his or her assessment results.

Expertise is needed to assist IRS in developing assessment tools, identifying off-the-shelf assessment tools, standardizing similar assessment tools among the various IRS organizations, managing delivery of assessments, and capturing and interpreting assessment results, and training IRS assessment personnel.

Currently the thrust is to assess the following three major areas:

- 2A. Assess Technical Readiness. Technical-readiness assessments indicate whether a person has the measurable skills and knowledge required to perform a specific job. The goal is to establish a battery of tests resulting in certification in various technical areas (i.e., jobs) within IRS.
- 2B. Assess General Competencies. These competencies are seen as necessary foundational abilities needed to succeed in a variety of jobs. The different job categories weigh the various competencies differently. For example, teamwork is a competency needed for some tasks and not for others. The following general competencies are currently under consideration to be assessed.

Customer Service, which includes these competencies:

Customer service orientation

Interpersonal sensitivity/awareness

Influencing & negotiating

TIRNO-98-D-00012

Oral communication & listening skills

Readiness, which includes these competencies:

Self confidence

Self control

Attention to detail

Initiative

Persistence

Achievement orientation

Applied Thinking, which includes these competencies:

Analytical thinking; problem solving

Decision making/judgment

Planning and organizing

Written communication

Reading

Arithmetic

Resourcefulness, which includes these competencies:

Teamwork

Technology orientation

Adapting to change

Creativity

Coaching

2C. Assess Leadership Competencies. Although professional, technical, and support personnel are assessed for their current levels of acquired job skills, management and executive personnel are to be assessed also for the following leadership competencies and their related attributes.

Productivity Focus, which includes these attributes:

Systems management & improvement

Managing strategically

Leadership focus

Interpersonal Focus, which includes these attributes:

Communication

Persuasion

Feedback

Value Focus, which includes these attributes:

Consultation

Ethics/integrity

Diversity

**Service Area 3 CREATION OF SPECIFIC COURSES,
CURRICULA, AND PERFORMANCE
DEVELOPMENT MATERIALS.**

In order to design, develop, and evaluate training courses and tools, contractors might provide services in:

3A. Performance Analysis, such as:

3A1. Needs analyses

3A2. Job/task analyses

3A3. Learning analyses

3B Design, development and evaluation of instructional materials, such as:

3B1 Classroom materials (i.e., instructor and student manuals; teaching aids)

3B2. Distance learning through various formats, such as:

- a. Video and audio teletraining (broadcast and interactive)
- b. Correspondence courses (print; electronic publishing)
- c. Internet-based deliveries

3B3. Print-based instruction (e.g., user manuals; self-learning books)

3B4. Linear video (videotape); audiotapes

3B5. Computer-based training; computer-based testing; and computer-assisted instruction. Note: This refers to materials that can be loaded and presented on individual computers from diskettes, CD-ROMs, local area networks (LAN), and remote access systems.

3B6. Multimedia (See the note for 3B5)

3B7. New learning technologies (e.g., virtual reality)

3C. Design, development, maintenance, and evaluation of performance support systems and materials:

3C1. Print-based performance-enhancing materials

3C2. Job aids (all formats)

3C3. Electronic performance support systems (EPSS), such as:

- a. Online help/advisor systems
- b. Information retrieval systems

3D. Delivery of instruction:

3D1. Provide instructors and facilitators for group/classroom learning

3D2. Produce teletraining and distance seminars

3D3. Present pilots of courseware and performance support materials

3E. Modification/enhancement of existing training and performance support materials:

3E1. Update existing content

3E2. Modify instruction based on different instructional strategies

3E3. Convert existing courses to different media

3F. Development of Performance Tests and Measurements.

Design, develop, and/or implement testing/measurement instruments to evaluate the impact of learning in one or more of the following four levels:

3F1. Level I: Evaluate individuals' reactions to the learning.

3F2. Level II: Evaluate actual learning/use by the trainees.

3F3. Level III: Evaluate impact on job performance.

3F4. Level IV: Evaluate impact on organization goals.

C.2.3 Peripheral Needs

During the course of performance of Delivery Orders under any contract, contractors may have the need to acquire peripheral items in support of the services needed. This may include, but not be limited to:

- Rental of equipment for demonstrating courseware and performance support tools;

- Equipment and materials needed to create or implement performance development tasks;

- Commercial off-the-shelf performance improvement courses and materials, including rights to modify those courses and materials as necessary to satisfy contract requirements;

- External instructors and materials from colleges, universities or private industry, including rights to modify courses and materials as necessary to satisfy contract requirements.

C.3. Requirements

C.3.1. Development Procedures

TDQAS Development Model. Training and performance support products and services are to be created or converted in conjunction with CE's development model: "Training and Development Quality Assurance System" (TDQAS). Use of this process helps ensure products and services (e.g.,

courses and performance support materials) are linked to the actual job performed.

The global model shows six steps or phases. A specific contractor may be involved in one or many of those phases. The phases are titled: Assessment, Analysis, Design, Development, Implementation, and Evaluation.

Procedural Guidelines. Development and/or studies shall be performed in line with the procedural guidelines as specified in "The Guidelines," i.e., Guidelines for the Design and Development of Technology-Delivered Training and Performance Support, [IRS Doc.No. 9477A, Version 5/96]. For ease of use, IRS has developed a summary "Checklist" that highlights the main guidelines of this large document.

Organizational Measures. When evaluating how well programs meet customer expectations, the efforts must be aligned with organizational strategies as identified in the FY 97 Strategic Plan and Budget. At a minimum, measures must include the steps as described in Measures That Work [IRS Doc.No. 9219].

Drafts and Prototypes. Multiple drafts may be required. The number will be specified in the agreed-upon management plan for a particular task order. (See Section H, Provision H.5)

In-Process Reviews. The IRS may contact the contractor to review the product during any stage of the development or analysis process.

Walkthrough Reviews. Contractors will be expected to provide "walkthroughs" to Government representatives/ points-of-contact (POC), in order to display the product and to receive critiques by the POCs.

C.3.2. Development Standards

Specific Development Standards for Products and Services. Final deliverables (e.g., courseware, reports, performance support) will be presented in formats according to IRS guidelines. Deliverable formats are to be specified in the project management plan, and must be in compliance with IRS standards.

Determination of specific standards is based on, but not limited to, the standards already indicated in "The Guidelines," i.e., Guidelines for the Design and Development of Technology-Delivered Training and Performance Support, [IRS Doc.No. 9477A, Version 5/96].

General Standards for Development of Education Products. The following standards are expected to be followed by contractors.

- Follow TDQAS Procedures (i.e., the IRS instructional design system).

- Apply Adult Learning Principles.

- Comply with CE Evaluation Policies.

- Use the Before-During-After (BDA) Process.

- Use Prescribed Deliverable Formats.

- Demonstrate IRS Values.

- Automated materials must comply with IRS information systems standards.

- Assessments must comply with Uniform Guidelines on Employee Selection Procedures.

College Credit Courses. Courses identified to satisfy college credits must meet criteria established by the American Council of Education Program on Noncollegiate Sponsored Instruction (ACE/PONSI) for recommended acceptance.

Ownership. Contracted work will be developed specifically for

Government use and ownership. All source code and documentation for any automated product developed under this contract is part of the overall deliverable and will belong to the Government. In the event the Government acquires copyrighted material under this contract, such material will come with an unlimited license as defined in FAR 52.227-14, continued in Section I below.

Official Use Only. All IRS training materials are available to the public under the Freedom of Information Act, unless the material is classified as "Official Use Only" as defined in The Guidelines," i.e., Guidelines for the Design and Development of Technology-Delivered Training and Performance Support, [IRS Doc.No. 9477A, Version 5/96].

C.3.3. IRS Support on Projects

In order for contractors to perform their contracted tasks, they sometimes need the following support that IRS is committed to providing:

Subject Matter Expertise. Unless otherwise specifically contracted, IRS will provide required content needed through appropriate documents, demonstrations, or Subject Matter Experts (SME), for creation and evaluation of contracted deliverables. The specific contribution by SMEs will be defined in detail by either the statement of work (SOW) for each Delivery Order and/or the management plan resulting from the SOW.

Written Feedback. IRS will provide written feedback on deliverables submitted for review, whenever revisions are to be made. Timeframes for the feedback will be specified in each management plan and/or Delivery Order.

Duplication. IRS will be responsible for duplication of materials, unless otherwise specially contracted. For the typical project, the contractor will provide IRS with master copies as specified in the approved management plan (e.g., both camera-ready paper and electronic copies).

Assistance in Studies. IRS will cooperate with contractors for

TIRNO-98-D-00012

analyses, evaluations, and other studies, as specified in the management plans for the respective contracted efforts. IRS personnel will be made available to participate in development tests, and to be interviewed for studies. Also, the IRS will ensure access to specific data bases essential to performance of tasks.

SECTION D
PACKAGING AND MARKING

D.1 MARKING REQUIREMENTS

The Contractor must mark/stencil all shipping containers with the information described in parentheses below:

(Agency)
(Description of Contents)
(Contract No.)
(Contractor's Name and Address)

[End of Clause]

D.2 PACKING AND PACKAGING REQUIREMENTS

Deliverables shall be packaged and packed in accordance with commercial practices to ensure safe delivery at destination. All postage and fees pertaining to submission of items or related documentation (forms, reports, etc.) shall be paid by the Contractor. All deliveries shall comply with the marking requirements above.

SECTION E INSPECTION AND ACCEPTANCE

- E.1 52.246-4 (Federal Acquisition Regulation)
INSPECTION OF SERVICES--FIXED PRICE (AUG 1996)
(Reference 46.304)
- E.2 52.246-6 (Federal Acquisition Regulation)
INSPECTION--TIME AND MATERIAL AND LABOR-HOUR (JAN 1986)
(Reference 46.306)

E.3 INSPECTION AND ACCEPTANCE

Inspection and acceptance of all work performed under this contract shall be by the Contracting Officer or a duly authorized representative. Written deliverables called for under delivery orders issued hereunder shall be reviewed to ensure that they comply with the appropriate paragraphs of Section C, meet the needs of the IRS, are done in a professional manner, and are consistent with the form and format of other related deliverables. Written materials shall be submitted in draft form (one copy each). The IRS shall review each draft and provide comments within ten working days of receipt. If changes are necessary, they shall be made and the revised draft shall be submitted within five days after receipt of the changes from the IRS. This process shall be repeated until the IRS notifies the Contractor to submit the deliverable in final form. Such final deliverable shall be submitted within three working days of notification. The IRS shall approve the final deliverable within three working days of receipt.

E.4 INSPECTION, ACCEPTANCE AND RECEIVING CERTIFICATION

A statement substantially as follows shall be placed, by the Contracting Officer's Technical Representative (COTR) or authorized Government representative, on each commercial

TIRNO-98-D-00012

shipping document, packing list for supplies or services, or Contractor's invoice:

INSPECTION, ACCEPTANCE, AND RECEIVING CERTIFICATION

The listed items have been: ____ received, ____inspected, ____ accepted by me or under my supervision and they conform to contract requirements, except as noted below or on attached documents.

Date

Signature and typed name of
authorized Government
representative

All contract and order files shall contain a copy of the above certification.

[End of Clause]

E.5 SERVICES OF INSTRUCTORS

If the services of instructors are required under any delivery or task order issued hereunder, the standards for acceptance of such services will be included in the order.

[End of clause]

SECTION F DELIVERIES OR PERFORMANCE

F.1 52.242-15 (Federal Acquisition Regulation)
STOP WORK ORDER (AUG 1989)
(Reference 42.1305(b))

F.2 52.242-17 (Federal Acquisition Regulation)
GOVERNMENT DELAY OF WORK (APR 1984)
(Reference 42.1305(d))

F.3 CONTRACT TERM

(a) The term of this contract is from the date of award for a period of one year thereafter.

(b) This contract includes four option periods for the renewal of the contract, which may be unilaterally exercised by the Government. Each option period shall not exceed one year in duration and shall be exercised in accordance with Clause I.63, Option to Extend the Term of the Contract (FAR 52.217-9).

F.4 PLACE OF DELIVERY

Deliveries of reports and other written products shall be made to the addresses specified in individual delivery orders.

F.5 DELIVERABLES

(a) All deliverables and their required delivery dates will be specified in each Delivery Order issued under this contract, except for the reports noted below.

(b) The schedule for completion of work to be performed under this contract will be delineated in each Delivery Order issued under this contract.

(c) All deliveries shall be made by close of business (COB) (4:30 p.m. local time) on the dates specified, unless stated otherwise in the Delivery Order.

(d) All deliverables submitted by diskette shall be free of any computer virus. If a virus is found, the deliverable will be rejected and will be returned to the contractor for resubmission within five working days of the rejection on a clean diskette.

(e) Any items to be delivered or services to be performed under any Delivery Order shall be made to/performed at the address specified in the Delivery Order.

F.6 DELIVERY ORDER PERIOD OF PERFORMANCE

The period of performance for each Delivery Order will be specified in each individual Order. In the event that an Order requires performance that extends beyond the current contract term, the Contractor shall be required to complete performance within the schedule set forth in the Delivery Order, provided such period does not extend beyond sixty days after expiration of the contract.

F.7 SUBMISSION OF REPORTS

The following reports are required to be delivered under this contract in accordance with the schedules shown. Addresses for the Administrative Contracting Officer (ACO) and the Contracting Officer's Technical Representative (COTR) will be provided at the time of contract award.

(a) Management Plan: This plan shall incorporate the Contract Management Plan and the Technical Management Plan submitted as part of the Contractor's proposal, as modified during discussions. One copy shall be submitted to the ACO and one to the COTR, seven days after contract award.

(b) Quality Assurance Plan: This plan shall consist of the Quality Assurance Plan submitted as part of the Contractor's proposal, as modified during discussions. One copy shall be submitted to the

COTR seven days after contract award. If no modifications were made during discussions, the Plan as submitted will become effective on the date of contract award, and the requirement for resubmission shall be deleted.

(c) Monthly Status Report: A synopsis of the status of every active Delivery Order issued to the Contractor, due the tenth day of each calendar month after contract award, or the first working day thereafter. One copy shall be submitted to the ACO, one to the COTR.

(d) Subcontracting Report for Individual Contracts (SF 294). One copy shall be submitted to the ACO within 30 days after conclusion of each six-month reporting period. Does not apply to small business concerns.

(e) Summary Subcontracting Report (SF 295). One copy shall be submitted to the ACO within thirty days after conclusion of each twelve-month reporting period. Does not apply to small business concerns.

SECTION G
CONTRACT ADMINISTRATION DATA

G.1 AUTHORITY - CONTRACTING OFFICER,
CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE
AND CONTRACTOR'S PROJECT MANAGER

G.1.1 Contracting Officer

The Contracting Officer for administration of this contract is:

Debra Jacobs
IRS Office of Contract Administration M:P:C
6009 Oxon Hill Road, 10th Floor
Oxon Hill, MD 20745

The telephone number for the Contracting Officer is: (202)
283-1295.

The Contracting Officer, in accordance with Subpart 1.6 of the Federal Acquisition Regulation, is the only person authorized to make or approve any changes in any of the requirements of this contract, and notwithstanding any clauses contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. In the event the Contractor makes any changes at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in cost incurred as a result thereof.

The Contracting Officer for individual orders will be noted on the orders.

G.1.2 Contracting Officer's Technical Representative

The Contracting Officer's Technical Representative (COTR) for this contract is:

TIRNO-98-D-00012

Larry A. Blevins
School of Professional Development
Crystal Plaza #6, 2nd Floor
Arlington, VA 22202

The telephone number for the COTR is: (703) 308-6222.

The COTR will represent the Contracting Officer in the administration of technical details within the scope of this contract. The COTR is also responsible for the final inspection and acceptance of all reports, and such other responsibilities as may be specified in the contract. The COTR is not otherwise authorized to make any representations or commitments of any kind on behalf of the Contracting Officer or the Government. The COTR does not have authority to alter the Contractor's obligations or to change the contract specifications, price, terms or conditions. If, as a result of technical discussions, it is desirable to modify contract obligations or the statement of work, changes will be issued in writing and signed by the Contracting Officer.

The COTR assignment for this contract may be changed at any time by the Government without prior notice to the Contractor. The Contractor will be notified of the change.

G.1.3 Program Manager

The Contractor's designated Program Manager for this contract is:

Cynthia Hillman
Science Applications International Corporation
1710 Goodridge Drive
P. O. Box 1303
McLean, VA 22102

The telephone number for the Program Manager is: (703) 821-4300.

The Contractor shall provide a Program Manager for this contract who shall have the authority to make any no-cost contract technical, hiring and dismissal decisions, or special arrangement regarding this contract. The Program Manager shall be responsible for the overall management and coordination of this contract and

shall act as the central point of contact with the Government. The Program Manager shall have full authority to act for the Contractor in the performance of the required services. The Program Manager, or a designated representative, shall meet with the COTR to discuss problem areas as they occur. The Program Manager, or designated representative shall respond within four hours after notification of the existence of a problem. The Program Manager shall be able to fluently read, write, and speak the English language.

G.2 INVOICE INDEFINITE DELIVERY

(a) The original invoice shall be submitted to the Accounting Office designated in the delivery order. To improve the timeliness of the inspection and acceptance of delivered goods and/or services and receipt of payment by the contractor, copies of the invoice, clearly marked as information copies shall be submitted to the COTR and the ContractING Officer concurrently.

(b) To constitute a proper invoice, the invoice must include the following information documentation:

- (1) Name of the business concern, Taxpayer Identification Number (TIN) and invoice date;
- (2) Contract number and Delivery Order number, if applicable;
- (3) Description, price, and quantity of property and services actually delivered or rendered;
- (4) Shipping and payment terms; and
- (5) Name (where practicable), title, phone number, and complete mailing address of responsible official to whom payment is to be sent.

G.3 INVOICING FOR TRAVEL

(a) The Contractor may be reimbursed for actual allowable, allocable and reasonable travel costs incurred during the performance of a given Delivery Order in accordance with the Federal Travel Regulations (as issued by the General Services Administration) in effect at the time of the travel.

(b) Travel requirements under this contract shall be met using the most economical form of transportation available. If economy class transportation is not available, the corresponding voucher shall be submitted with justification for use of higher class travel indicating dates, times, and flight numbers. All travel shall be scheduled sufficiently in advance to take advantage of offered discount rates, unless other arrangements are authorized by the Contracting Officer.

G.4 SUBMISSION OF "PUBLIC VOUCHERS FOR PURCHASES AND SERVICES OTHER THAN PERSONAL", STANDARD FORM 1034 OR 1034(A) AND 1035 OR 1035(A)
CONTINUATION

In addition to other contract requirements on Contractor payments, to be considered a proper invoice, the Contractor must submit the Standard Form entitled "PUBLIC VOUCHERS FOR PURCHASES AND SERVICES OTHER THAN PERSONAL" concurrently with the invoice and/or payment voucher, in the same number of copies as the invoice and/or payment voucher, to the addressee(s) specified in this contract for submission of the invoice and/or payment voucher. Copies of these forms are provided elsewhere in the solicitation. In lieu of the use of the SF-1034 and SF-1035, the contractor may submit suitable self-designed forms which contain the required information. The SF-1034 and SF-1035 are available from the Superintendent of Documents, Government Printing Office, Washington, DC 20402. The continuation sheet shall be submitted as directed by the Contracting Officer if additional information is required. All information will be filled in as specified on the form, including the following information:

(a) Voucher No.: Show the numerical sequence number of the voucher submitted to the applicable addressee for the contract, regardless of the funding document. The first

voucher submitted to the addressee will begin with the number "1" and the next voucher submitted to that addressee will be number "2", etc., throughout the life of the contract. Vouchers submitted to each of the other addresses, if applicable, will also begin with the number "1" and will be numbered sequentially as aforementioned throughout the life of the contract.

(b) U.S. Department, Bureau, or Establishment and Location: The contractor is to complete all information in this block in relation to the designated payment office, which is the accounting office designated to make payments.

(c) Date Voucher Prepared: Show the mailing date to the paying office.

(d) Contract Number and Date: Show the contract number and date.

(e) Requisition Number and Date: Show the requisition number of the contract, modification or delivery order that is funding the contract payment.

(f) Payee's Name and Address: Show the complete address of the company, including the ZIP code.

(g) Number and Date of Order: Show the number and date of the delivery order funding this payment or contract modification number funding the payment if no delivery orders are applicable. Insert the words, "Basic Contract" if only the basic contract is funding the payment.

(h) Date of Delivery or Service: Show the date delivery or service was completed.

(i) Article or Services: Show a synopsis of the articles delivered and/or services completed. There is no need to go into detail since this form will be attached to the invoice. Also show in this block the total amount of payments requested including this request for payment, and all other payments made for these articles and/or services for which this request for payment is being made. QUANTITY, UNIT PRICE AND AMOUNT BLOCKS SHOULD BE ON THE INVOICE

TIRNO-98-D-00012

AND/OR PAYMENT VOUCHER.

(j) Total: Show the total amount requested for this payment.

SECTION H SPECIAL CONTRACT REQUIREMENTS

H.1 PREFERENCE FOR USE OF PAPER AND PAPER PRODUCTS CONTAINING RECOVERED MATERIAL CONTENT (MAR 1993)

The Department of the Treasury and its bureaus strongly support the use of paper and paper products with the maximum extent of recovered material content. Although the contractor is not required to utilize paper and paper products containing the percentage of recovered material content as specified in the Department of the Treasury Affirmative Procurement Program for Items with Recovered Material Content, the contractor is encouraged to utilize paper and paper products with recovered material content to the maximum extent possible.

H.2 DEPARTMENT OF THE TREASURY SUPPORT FOR ACQUISITION OF PRODUCTS AND SERVICES WITH RECOVERED MATERIAL CONTENT (MAR 1993)

The Department of the Treasury strongly supports the use of products with the maximum extent of recovered material content. Contractors are encouraged to utilize recovered material content wherever such use will allow compliance with the specifications.

H.3 PREFERENCE FOR PACKAGING CONSISTING OF ENVIRONMENTALLY-SOUND MATERIALS AND RECOVERED MATERIAL CONTENT (MAR 1993)

It is the policy of the Department of the Treasury to encourage the use of environmentally-sound materials and materials containing recovered material content. Contractors are encouraged to utilize packaging materials which are environmentally-sound and consist of recovered material content to the maximum extent possible.

H.4 ORDERING PROCEDURES

Each order request, including a statement of work, list of deliverables and required delivery dates, and a funded requisition for the estimated amount of the order, shall be initiated by the IRS Contracting Officer's Technical Representative (COTR) and shall be forwarded to the IRS Office of Contract Administration, who shall send the statement of work and delivery schedule to the applicable contractor(s) as a request for a proposal. The proposals submitted by each contractor shall be evaluated for technical merit and price reasonableness and consistency with the contract. Negotiations will be held as necessary to resolve issues with any or all proposals. Revised proposals and Best and Final Offers may be required. The order will be given to the contractor whose proposal offers the greatest value to the Government, price and technical factors considered.

Any authorized Contracting Officer within the Office of Contract Administration, acting within the scope of his or her warrant, may sign a Delivery Order generated within IRS Headquarters. Orders generated by field components may be signed by any Contracting Officer within the field organization acting within the scope of his/her warrant. A copy of any order issued in the field shall be sent to the Administrative Contracting Officer identified in Section G for record purposes.

Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order (See Provision F.6). The contract shall govern the Contractor's and Government's rights and obligations with respect to that Order to the same extent as if the Order were completed during the contract's effective period.

Funds for supplies and services to be provided under this contract beyond the applicable guaranteed minimum will be obligated by each Delivery Order.

H.5 KEY PERSONNEL REQUIREMENTS

If the Government determines that certain personnel are key to the successful completion of a Delivery Order, they will be designated as "key personnel" in the Delivery Order. Key personnel are defined as follows:

- (a) Personnel identified in the Task Proposal as key individuals to be assigned for participation in the Performance of the Delivery Order and who may, at the discretion of the Government, be interviewed to verify resume representations;
- (b) Personnel whose resumes were submitted with the Task Proposal; or
- (c) Individuals who are designated as key personnel by agreement between the Government and the Contractor during discussions.

The Contractor shall notify the Contracting Officer in writing prior to making any changes in key personnel. No changes in key personnel will be made unless the Contractor can demonstrate that the qualifications of prospective personnel are equal to or better than the qualifications of the personnel being replaced.

The Contractor and its employees shall conduct only business covered by this contract during periods paid for by the Government, and will not conduct any other business on Government premises. Contractor personnel will abide by the normal rules and regulations applicable to the Government premises on which they work, including any applicable safety and security regulations.

H.6 ORGANIZATIONAL CONFLICTS OF INTEREST AND LIMITATION ON FUTURE CONTRACTING

If, by Delivery Order under this contract, the Contractor is required to prepare a statement of work or to design or develop specifications or requirements which are to be incorporated or used in a solicitation for future acquisition of a system, subsystem, or major component thereof related to the subject matter of this contract, the Internal Revenue Service will not consider the

Contractor, its successor-in-interest, assignee, or affiliates as a prime source of supply for, nor allow it to be a subcontractor or consultant to a supplier for the procurement of the system, subsystem or major component thereof.

The restrictions stated above will be in effect for a period of two years from the performance completion date of the Delivery Order. At any time subsequent to the date of this contract, the Government may either modify the restrictions or waive them entirely if such modification or waiver is determined to be in the best interests of the Government. The restrictions contained herein do not in any way limit the restrictions delineated in FAR subpart 9.5.

H.7 TASK PLACEMENT PROCEDURE

H.7.1 Introduction

This procedure will be used to select contractors for task assignments under each Service Area. It is intended as a step-by-step process to be followed until a single contractor is selected. Every effort will be made to ensure fair and impartial task assignment.

H.7.2 Procedure

The Contracting Officer is responsible for the following:

STEP 1 - IDENTIFY CHARACTERISTICS OF THE WORK

Validate the requirement as within the scope of the Umbrella Training and Professional Development (UTPD) contracts. Validate the requested Service Area as appropriate according to Section C of the contracts. (NOTE: A Service Area recommendation will be provided by the COTR along with a draft copy of the Statement of Work.)

STEP 2 - DETERMINE WHETHER ONLY SINGLE SOURCE IS ELIGIBLE

Only one firm is eligible under the following circumstances:

- (a) considering more than one contractor would result in unacceptable delay given the urgency of the need (rarely used and difficult to justify due to available data base of source selection information and expedited competitive procedures -- use of this justification requires approval at Branch Chief level);
- (b) only one contractor can provide services of the required quality given the unique or highly specialized nature of the requirement (rarely used and difficult to justify due to expedited competitive procedures; to be used only when selectee is obvious and competitive procedures will not assist in appropriate selection -- use of this justification requires approval at Branch Chief level);
- (c) a sole-source order is in the interest of economy and efficiency as a logical follow-on to an order or contract already issued (see note below), or
- (d) an order must be placed with the contractor to satisfy a minimum guarantee.

NOTE: A follow-on task is one that clearly continues a project undertaken on some prior contract or task order, either under the UTPD contracts or some other contract vehicle. A prime contractor can be chosen on the basis of a subcontractor's prior work; however, this only makes sense if under the contemplated order the subcontractor will provide a major portion of the work. Also, a follow-on selection is not appropriate if anticipated requirements encompass efforts far beyond the scope or magnitude of the prior work. There is no commitment on the part of the government that work will be continued using this authority. The user must document in the Task Placement Request what prior work is to be continued and how/why it fits this criteria.

STEP 3 - IDENTIFY ELIGIBLE VENDOR(S)

If more than one firm is still eligible, identify those contractors awarded contracts for the Service Area as determined in Step 1. Eliminate others from consideration.

STEP 4 - DETERMINE MOST APPROPRIATE COMPETITIVE SELECTION METHODOLOGY

If more than one contractor is still eligible, perform a review to determine if there is any serious issue or problem related to past performance, workload capacity, quality, or conflict of interest. If a problem exists with any contractor, that firm will be eliminated from consideration until the problem is resolved. If more than one contractor is still eligible, a determination will be made as to the most appropriate competitive selection methodology among those specified below. A recommendation should be made by the user organization, but the final decision will be that of the Contracting Officer. Normally, only one method is applicable to a given task order. However, it is possible that a technical competition will follow the RFI procedure. The following guidance applies:

(a) Performance-based selection: Should neither of the techniques described below under (b) or (c) apply, the work will be considered appropriate for any contractor in the applicable Service Area. The selectee will be the contractor with the least business relative to a model distribution of work that is proportionate to performance scores. The term "least business" means work already assigned whether or not awarded, assumes full funding, and excludes the value of options. This is the preferred selection method.

(b) Request for Information (RFI): An RFI selection method is appropriate if the work to be undertaken requires skills and/or technology that may not be commonly available among the UTPD contractors in the selected Service Area. In these cases, the required skills and/or technologies will be identified by the user organization, and an RFI will be sent to eligible contractors outlining the special needs. It will include any required experience level or other details that will be considered to determine eligibility so that contractors can clearly understand whether to participate and how responses will be evaluated. All evaluation criteria will be considered critical to scoring an overall passing score.

Responses will be evaluated on a pass/fail basis. In cases where more than one contractor receives a passing score, the selected contractor will normally be decided using the performance-based methodology outlined above under (a). Contractors will be informed in writing within ten days after submission as to which contractor was selected. Should further information be deemed necessary to making an appropriate selection, a technical competition can be conducted (see below).

(c) Technical competition: A technical competition can be conducted if it is determined necessary to choose between competing technical approaches or if more information than that obtained through the issuance of an RFI is necessary to determine qualifications. It is considered that this process will be rarely used under UTPD. The normal UTPD projects do not involve research and development effort, innovative or unprecedented processes, or technical approaches that are beyond the state of the art. It is not appropriate to evaluate cost, management skills or other factors that were evaluated for contract award on a "best value" basis and are a part of the performance evaluation system. It may be more commonly used when the RFI process does not result in identifying a fully qualified contractor.

A technical competition will be an expedited process. Written technical proposals will be discouraged. It will normally involve customer identification of appropriate evaluation factors that will be identified to appropriate contractors and considered during the conduct of an oral presentation. The appropriate contractors will be invited to participate and given at least seven days notice, if possible. This is the least preferred selection methodology.

NOTE: If a technical competition is conducted, the contractor will not be directly reimbursed for the cost of the competitive proposal and/or oral presentation. Responses are not contractually required.

EXCEPTIONS: Under the following conditions, exceptions to the above procedure will be made:

(1) NO ELIGIBLE CONTRACTOR: This procedure is designed as a sequence of steps to be followed only to the point where a selection is made. It is always possible that the process will result in no selection if all otherwise

eligible contractors are eliminated at some point in the process. In that event, the field will be widened to include all UTPD contractors. The procedure will then be repeated until a selection is made. Contractors may refuse task assignment in task areas outside those originally awarded with no negative consequences.

H.8 CONTENTS OF TASK PROPOSAL REQUEST, TASK PROPOSAL AND DELIVERY ORDER

H.8.1 Task Proposal Request

When a requirement within the scope of work for this contract is identified, the Contracting Officer shall transmit to the Contractor, a Task Proposal Request which includes the following, as appropriate:

- (1) Scope of work, meetings, travel and deliverables;
- (2) Reporting requirements;
- (3) Period and place of performance,
- (4) Recommended contract type (firm fixed price or time and materials)
- (5) Applicable special provisions.

H.8.2 Task Proposals

By the date specified in the Task Proposal Request, the Contractor shall deliver to the Contracting Officer a written proposal that provides the following technical and cost information, as appropriate.

(a) Technical Proposal

Technical Proposals submitted in response to Task Proposal Requests shall be completion-type and shall adhere to the following format:

1.0 Introduction

1.1 Purpose

1.2 Organization

2.0 Technical Plan

2.1 Sub-Task 1 (Title)

2.1.1 Scope of Work

2.1.2 Approach

2.1.3 Assumptions

2.1.4 Description of Sub-Task and Deliverables

2.1.5 Schedule (Delivery schedule or period of performance)

2.2 Sub-Task 2 (Repeat format for all sub-tasks)

3.0 Staffing and Pricing Plan

3.1 Sub-Task 1 (Title)

3.1.1 Personnel Requirements

3.1.2 Skill Category Mix (Rationale for Proposed Personnel)

3.1.3 Resumes (See H.8.2(b) for the required Resume format)

3.1.4 Miscellaneous (including other direct items and travel as appropriate)

3.2 Sub-Task 2 (Repeat format for all sub-tasks)

(b) Resume Format

Resumes shall contain the following information and be no more than two pages in length. Items 6 and 7 may be submitted on a separate page.

- (1) full name;
- (2) the skill category in Section C, for which the individual is proposed;
- (3) education;
- (4) chronological work experience up to ten years (including the name and phone number of all immediate supervisors);
- (5) a brief narrative relating work experience as described in (4) above to the minimum requirements of Section J;
- (6) a dated and signed statement by the individual certifying that the information on the resume is true and accurate; and
- (7) a dated and signed statement of an official of the company certifying that the information contained in the resume is true and accurate to the best of his/her knowledge.

(c) Price Proposal

The price proposal shall contain the matrix of skills category titles, hours and hourly rates required for the performance of the work. It is expected that the skills categories will generally be among those contained in the contract. Hourly rates for those categories shall conform to the rates stated in the contract. If skill categories are required which are not in the contract, the

contractor shall identify those categories and the rates proposed, explain why the labor category is needed, and why the proposed rates are fair and reasonable.

For such new categories, the contractor shall provide not only rates for the current order, but also rates extended through the remaining contract option periods, so that such skills categories may be added to the contract by modification upon their approval.

In addition to the labor rates, the contractor shall include in its price proposal the prices for any other direct cost items and estimated travel as appropriate for the performance of the task order.

H.8.3 Delivery Order Award

The Contractor shall perform all work described in Orders issued by the Contracting Officer. Orders include the following:

(a) Task Statement which includes:

- (1) Scope of Work, meetings, travel and deliverables;
- (2) Reporting requirements;
- (3) Period of performance;
- (4) Key personnel;
- (5) Applicable special provisions; and

(b) Total price to perform the Delivery Order (or estimated price, in the event of a time and materials Order).

H.9 NONPERSONAL SERVICES

The Contractor agrees that this is a nonpersonal services contract; that for all the purposes of the contract the Contractor is not, nor shall he/she hold himself/herself out to be, an agent or partner of, or joint venturer with, the Government; and that he/she shall neither supervise nor accept supervision from Government

employees or any personnel from other contractors who may be working on the same task.

H.10 IRSAP 1052.224-9000(d) DISCLOSURE OF
"OFFICIAL USE ONLY" INFORMATION SAFEGUARDS
(DEC 1988)

Any Treasury Department Information made available or to which access is provided, and which is marked or should be marked "Official Use Only", shall be used only for the purpose of carrying out the provisions of this contract and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Disclosure to anyone other than an officer or employee of the contractor or subcontractor at any tier shall require prior written approval of the IRS. Requests to make such disclosure should be addressed to the IRS Contracting Officer.

H.11 IRSAP 1052.224-9001(b) DISCLOSURE OF INFORMATION
--OFFICIAL USE ONLY (DEC 1988)

Each officer or employee of the contractor or subcontractor at any tier to whom "Official Use Only" information may be made available or disclosed shall be notified in writing by the contractor or subcontractor that "Official Use Only" information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such "Official Use Only" information, by any means, for a purpose or to an extent unauthorized herein, may subject the offender to criminal sanctions imposed by 18 U.S.C. Sections 641 and 3571. Section 641 of 18 U.S.C. provides, in pertinent part, that whoever knowingly converts to his use or the use of another, or without authority sells, conveys, or disposes if any record of the United States or whoever receives the same with the intent to convert it to his use or gain, knowing it has been converted, shall be guilty of a crime punishable by a fine or imprisoned up to ten years or both.

SECTION I
CONTRACT CLAUSES

I.1 52.252-2 FEDERAL ACQUISITION REGULATION CLAUSES INCORPORATED
BY REFERENCE (JUN 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

I.2 52.202-1
DEFINITIONS (OCT 1995)
(Reference 2.2)

I.3 52.203-3
GRATUITIES (APR 1984)
(Reference 3.202)

I.4 52.203-5
COVENANT AGAINST CONTINGENT FEES (APR 1984)
(Reference 3.404)

I.5 52.203-6
RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
(JUL 1995)
(Reference 3.503-2)

I.6 52.203-7
ANTI-KICKBACK PROCEDURES (JUL 1995)
(Reference 3.502-3)

I.7 52.203-10
PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
(JAN 1997)
(Reference 3-104.9(b))

TIRNO-98-D-00012

- I.8 52.203-12
LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL
TRANSACTIONS (JUN 1997)
(Reference 3.808)
- I.9 52.204-4
PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (JUN 1996)
(Reference 4.304)
- I.10 52.215-2
AUDIT AND RECORDS - NEGOTIATION (AUG 1996)
(Reference 15.209(b))
- I.11 52.215-11
PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA -
MODIFICATIONS (OCT 1997)
(Reference 15.408(c))
- I.12 52.215-13
SUBCONTRACTOR COST OR PRICING DATA - MODIFICATIONS
(OCT 1997)
(Reference 15.408(e))
- I.13 52.215-14
INTEGRITY OF UNIT PRICES (OCT 1997)
(Reference 15.408(f)(1))
- I.14 RESERVED
- I.15 52.219-8
UTILIZATION OF SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED
SMALL BUSINESS CONCERNS (JUN 1997)
(Reference 19.708(a))
- I.16 RESERVED
- I.17 RESERVED
- I.18 52.219-16
LIQUIDATED DAMAGES - SUBCONTRACTING PLAN (OCT 1995)
(Reference 19.708(b)(2))

TIRNO-98-D-00012

- I.19 52.222-20
WALSH-HEALEY PUBLIC CONTRACTS ACT (DEC 1966)
(Reference 22.610)
- I.20 52.222-26
EQUAL OPPORTUNITY (APR 1984)
(Reference 22.810(e))
- I.21 52.222-28
EQUAL OPPORTUNITY PREAWARD CLEARANCE OF SUBCONTRACTS
(APR 1984)
(Reference 22.810(g))
- I.22 52.222-35
AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA
VETERANS (APR 1984)
(Reference 22.1308)
- I.23 52.222-36
AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS (APR 1984)
(Reference 22.1408)
- I.24 52.222-37
EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND
VETERANS OF THE VIETNAM ERA (JAN 1988)
(Reference 22.1308(b))
- I.25 52.223-2
CLEAN AIR AND WATER (APR 1984)
(Reference 23.105(b))
- I.26 52.223-6
DRUG-FREE WORKPLACE
(Reference 23.505)
- I.27 52.223-14
TOXIC CHEMICAL RELEASE REPORTING (OCT 1996)
(Reference 23.907(b))

TIRNO-98-D-00012

- I.28 52.225-3
BUY AMERICAN ACT - SUPPLIES (JAN 1994)
(Reference 25.109(d))
- I.29 52.225-9
BUY AMERICAN ACT - TRADE AGREEMENTS - BALANCE OF PAYMENTS
PROGRAM (JAN 1996)
(Reference 25.408(a)(2))
- I.30 52.225-11
RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (OCT 1996)
(Reference 25.702)
- I.31 52.227-1
AUTHORIZATION AND CONSENT (JUL 1995)
(Reference 27.201-2(a))
- I.32 52.227-2
NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT
INFRINGEMENT (AUG 1996)
(Reference 27.202-2)
- I.33 52.227-3
PATENT INDEMNITY (APR 1984)
(Reference 27.203-1(b))
- I.34 52.227-14, with Alternates I - IV
RIGHTS IN DATA - GENERAL (JUN 1987) - ALTERNATE I (JUN 1987),
ALTERNATE II (JUN 1987), ALTERNATE III (JUN 1987), ALTERNATE IV
(JUN 1987)
(Reference 27.409(a))
- I.35 52.227-17
RIGHTS IN DATA - SPECIAL WORKS (JUN 1987)
(Reference 27.409(i))
- I.36 52.229-3
FEDERAL, STATE AND LOCAL TAXES (JAN 1991)
(Reference 29.401-3)

TIRNO-98-D-00012

- I.37 52.229-5
TAXES - CONTRACTS PERFORMED IN U. S. POSSESSIONS OR
PUERTO RICO (APR 1984)
(Reference 29.401-5)
- I.38 52.232-1
PAYMENTS (APR 1984)
(Reference 32.111(a)(1))
- I.39 52.232-7
PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR
CONTRACTS (FEB 1997)
(Reference 32.111(b))
- I.40 52.232-8
DISCOUNTS FOR PROMPT PAYMENT (MAY 1997)
(Reference 32.111(c)(1))
- I.41 52.232-9
LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)
(Reference 32.111(c)(2))
- I.42 52.232-11
EXTRAS (APR 1984)
(Reference 32.111(d)(2))
- I.43 52.232-17
INTEREST (JUN 1996)
(Reference 32.617)
- I.44 52.232-23
ASSIGNMENT OF CLAIMS (JAN 1986)
(Reference 32.806(a)(1))
- I.45 32.232-25
PROMPT PAYMENT (JUN 1997)
(Reference 32.908(c))

TIRNO-98-D-00012

- I.46 52.232-33
MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER
PAYMENT (AUG 1996)
(Reference 32.1103)
- I.47 52.233-1
DISPUTES (OCT 1995)
(Reference 33.215)
- I.48 52.242-13
BANKRUPTCY (JUL 1995)
(Reference 42.903)
- I.49 52.243-1, Alternate II
CHANGES - FIXED PRICE (AUG 1987) - ALTERNATE II (APR 1984)
(Reference 43.205(a)(1))
- I.50 52.243-3
CHANGES - TIME-AND-MATERIALS OR LABOR-HOURS (AUG 1987)
(Reference 43.205(c))
- I.51 52.244-1
SUBCONTRACTS (FIXED-PRICE CONTRACTS) (OCT 1997)
(Reference 44.204(a))
- I.52 52.244-3
SUBCONTRACTS (TIME-AND-MATERIALS AND LABOR-HOUR
CONTRACTS (OCT 1997)
(Reference 44.204(c))
- I.53 52.244-6
SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL
COMPONENTS (OCT 1995)
(Reference 44.403)
- I.54 52.245-4
GOVERNMENT-FURNISHED PROPERTY (SHORT FORM) (APR 1984)
(Reference 45.106(d))

TIRNO-98-D-00012

- I.55 52.246-25
LIMITATION OF LIABILITY - SERVICES (FEB 1997)
(Reference 46.805)
- I.56 52.248-1
VALUE ENGINEERING (MAR 1989)
(Reference 48.201)
- I.57 52.249-2
TERMINATION FOR CONVENIENCE OF THE GOVERNMENT
(FIXED-PRICE) (SEP 1996)
(Reference 49.502(b)(1)(i))
- I.58 52.249-8
DEFAULT (FIXED-PRICE SUPPLY AND SERVICES) (APR 1984)
(Reference 49.504(a)(1))
- I.59 52.249-14
EXCUSABLE DELAYS (APR 1984)
(Reference 49.505(d))
- I.60 52.209-6
PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING
WITH CONTRACTORS DEBARRED, SUSPENDED OR PROPOSED FOR
DEBARMENT (JUL 1995)

(a) The Government suspends or debar contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

(b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see GAR 9.404 for information on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs). The notice must include the following:

- (1) The name of the subcontractor.
- (2) The Contractor's knowledge of the reasons for the

subcontractor being on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(End of clause

I.61 52.216-18
ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the date of contract award through the end date of the contract.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I.62 52.216-19
ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the government requires supplies or services covered by this contract in an amount of less than \$1,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor -

(1) Any order for a single item in excess of \$500,000;

(2) Any order for a combination of items in excess of \$700,000; or

(3) A series of orders from the same ordering office within 5 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless the order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

I.63 52.216-22
INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the sixtieth day following the end of the contract term.

(End of clause)

I.64 52.217-8
OPTION TO EXTEND SERVICES (AUG 1989)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. Then option provisions may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the period specified in the schedule.

(End of clause)

I.65 52.217-9
OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 1989)

(a) The Government may extend the term of this contract by written notice to the Contractor within 10 days of contract expiration; provided, that the Government shall give the Contractor a preliminary notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

(End of clause)

I.66 52.227-23
RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987)

Except for data contained on pages N/A, it is agreed that as a condition of award of this contract, and notwithstanding the conditions of any notice appearing thereon, the Government shall have unlimited rights (as defined in the "Rights in Data - General" clause contained in this contract) in and to the technical data contained in the proposal dated September 25, 1997, as amended, upon which this contract is based.

(End of clause)

I.67 52.252-6

AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Treasury Acquisition/Procurement Regulation (48 CFR _____) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

I.68 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN
FEDERAL TRANSACTIONS (DEVIATION -DEPARTMENT OF TREASURY,
NOV 1990) (FAR 52.203-12) (JAN 1990)

(a) Definitions.

"Agency," as used in this clause, means executive agency as defined in 2.101.

"Covered Federal action," as used in this clause, means any of the following Federal actions:

- (a) The awarding of any Federal contract;
- (b) The making of any Federal grant;
- (c) The making of any Federal loan;
- (d) The entering into of any cooperative agreement; and,
- (e) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

"Indian tribe" and "tribal organization," as used in this clause, have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) and include Alaskan Natives.

"Influencing or attempting to influence," as used in this clause, means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government," as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency," as used in this clause, includes the following individuals who are employed by an agency:

- (a) An individual who is appointed to a position in the Government under title 5, United States Code, including a position under a temporary appointment.
- (b) A member of the uniformed services as defined in subsection 101(3), title 37, United States Code.
- (c) A special Government employee, as defined in section 202, title 18, United States Code.
- (d) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, United States Code, appendix 2.

"Person," as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation," as used in this clause, means, with

respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment," as used in this clause, means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

"Recipient," as used in this clause, includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed," as used in this clause, means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State," as used in this clause, means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and multi-State,

regional, or interstate entity having governmental duties and powers.

(b) Prohibitions.

(1) Section 1352 of title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.

(2) The Act also requires Contractors to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

(3) The prohibitions of the Act do not apply under the following conditions:

(i) Agency and legislative liaison by own employees.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a

covered Federal action if the payment is for

agency and legislative liaison activities not directly related to a covered Federal action.

(B) For purposes of subdivision (b)(3)(i)(A) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(C) The following agency and legislative liaison activities are permitted at any time where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency the qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities.

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(D) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action--

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Pub. L. 95-507, and

subsequent amendments.

(E) Only those services expressly authorized by subdivision (b)(3)(i)(A) of this clause are permitted under this clause.

(ii) Professional and technical services.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of--

(1) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(2) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or any extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and

trade associations.

(B) For purposes of subdivision (b)(3)(ii)(A) of this clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. The following examples are not intended to be all inclusive, to limit the application of the professional or technical exemption provided in the law, or to limit the exemption to licensed professional. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the

preparation, submission or negotiation of a covered Federal action.

(C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

(D) Only those services expressly authorized by subdivisions (b)(3)(ii)(A)(1) and (2) of this clause are permitted under this clause.

(E) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

(iii) Selling activities by independent sales representatives. The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply to the following sales activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter;

(A) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(B) Technical discussions and other activities regarding the application or adoption of the person's products or services for an agency's use.

(c) Disclosure.

(1) The Contractor who requests or receives from an agency a Federal contract shall file with that agency a disclosure

form, OMB standard form LLL, Disclosure of Lobbying Activities, if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under subparagraph (b)(1) of this clause, if paid for with appropriated funds.

- (2) The Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph (c)(1) of this clause. An event that materially affects the accuracy of the information reported includes--
 - (i) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
 - (ii) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or
 - (iii) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.
- (3) The Contractor shall require the submittal of a certification, and if required, a disclosure form by any person who requests or received any subcontract exceeding \$100,000 under the Federal contract.
- (4) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall submit all disclosures to the Contracting Officer at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.

(d) Agreement. The Contractor agrees not to make any payment prohibited by this clause.

(e) Penalties.

(1) Any person who makes an expenditure prohibited under paragraph (a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(2) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.

(f) Cost allowability. Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

(End of clause)

I.69 ADVERTISING OF AWARD

The Contractor agrees not to refer to awards in commercial advertising in such a manner as to state or imply that the product or service provided is endorsed or preferred by the Federal Government or is considered by the Government to be superior to other products or services.

I.70 NEWS RELEASES

Under no circumstances shall the Contractor, or anyone acting on behalf of the Contractor, refer to the equipment or services furnished pursuant to the provisions of this contract in any news

TIRNO-98-D-00012

release or commercial advertising, or in connection with any news release or commercial advertising, without first obtaining explicit written consent to do so from the Contracting Officer. Should any reference to such equipment or services appear in any news release

or commercial advertising issued by or on behalf of the Contractor without such consent first being so obtained, the Government shall consider institution of all remedies available under the provisions of this contract.

(End of clause)

SECTION J
LIST OF DOCUMENTS AND ATTACHMENTS

NUMBER	DESCRIPTION	PAGES
J.1.1	RESERVED	
J.1.2	RESERVED	
J.1.3	RESERVED	
J.2.1	CONTRACT LABOR CATEGORIES	12
J.3.1	RESERVED	
J.3.2	RESERVED	
J.4.1	PUBLIC VOUCHER FORMS	4

CONTRACT LABOR MATRIX

The matrix shown on the following pages provides the contract labor categories and estimated hours for each year, along with the agreed-upon burdened labor rate per hour for each category. In the event the award is for multiple Service Areas, each Service Area is identified and priced separately. The sum of estimated total prices for each Service Area per year corresponds to the aggregate not-to-exceed amounts shown in Section B.

The contractor is reminded that these categories and hours are estimates only and may not bear strong resemblance to the totals actually ordered during any year. The possibility exists that no hours at all may be ordered in some categories, or that other categories may be added to better reflect the requirement of certain delivery orders.

SERVICE AREA 1 - RESEARCH, ANALYSIS AND EVALUATION OF TRAININGBase Year

LABOR CATEGORY	HOURS (est.)	UNIT PRICE	TOTAL PRICE
Project Director	2,286	\$ 77.75	\$ 177,736.50
Program Manager	286	\$ 67.29	\$ 19,244.94
Word Processor	2,286	\$ 33.17	\$ 75,826.62
Educational Psychologist	1,000	\$ 98.44	\$ 98,440.00
Educational Specialist	3,333	\$ 47.31	\$ 157,684.23
Instructional Systems Specialist	3,333	\$ 46.98	\$ 156,584.34
Statistician	1,000	\$ 37.25	\$ 37,250.00
Psychometrist	2,000	\$ 62.64	\$ 125,280.00
Employee Development Specialist	2,000	\$ 52.06	\$ 104,120.00
Facilitator	2,000	\$ 61.59	\$ 123,180.00
Cost/Benefit Analyst	4,000	\$ 47.26	\$ 189,040.00
Distance Learning Specialist	4,000	\$ 55.67	\$ 222,680.00
Industrial Engineer	1,000	\$ 47.26	\$ 47,260.00
Industrial Psychologist	2,000	\$ 112.23	\$ 224,460.00
Operations Research Analyst	2,000	\$ 54.38	\$ 108,760.00
Management Analyst	667	\$ 69.85	\$ 46,589.95
Program Analyst	667	\$ 30.96	\$ 20,650.32

TIRNO-98-D-00012

Program Information Specialist	667	\$ 38.07	\$ 25,392.69
Research Assistant	1,000	\$ 37.31	\$ 37,310.00
Clerical Assistant	286	\$ 23.96	\$ 6,852.56
Administrative Officer/ Analyst/Assistant	143	\$ 33.37	\$ 4,771.91

First Option Year

LABOR CATEGORY	HOURS (est.)	UNIT PRICE	TOTAL PRICE
Project Director	4,572	\$ 79.10	\$ 361,645.20
Program Manager	572	\$ 68.55	\$ 39,210.60
Word Processor	4,572	\$ 33.99	\$ 155,402.28
Educational Psychologist	2,000	\$ 103.15	\$ 206,300.00
Educational Specialist	6,667	\$ 48.14	\$ 320,949.38
Instructional Systems Specialist	6,667	\$ 48.05	\$ 320,349.35
Statistician	2,000	\$ 37.97	\$ 75,940.00
Psychometrist	4,000	\$ 64.22	\$ 256,880.00
Employee Development Specialist	4,000	\$ 53.17	\$ 212,680.00
Facilitator	4,000	\$ 63.81	\$ 255,240.00
Cost/Benefit Analyst	8,000	\$ 48.19	\$ 385,520.00
Distance Learning Specialist	8,000	\$ 56.80	\$ 454,400.00
Industrial Engineer	2,000	\$ 48.19	\$ 96,380.00
Industrial Psychologist	4,000	\$ 117.80	\$ 471,200.00
Operations Research Analyst	4,000	\$ 55.45	\$ 221,800.00
Management Analyst	1,333	\$ 72.38	\$ 96,482.54
Program Analyst	1,333	\$ 31.68	\$ 42,229.44
Program Information Specialist	1,333	\$ 38.85	\$ 51,787.05
Research Assistant	2,000	\$ 38.49	\$ 76,980.00
Clerical Assistant	572	\$ 24.69	\$ 14,122.68
Administrative Officer/ Analyst/Assistant	286	\$ 34.19	\$ 9,778.34

Second Option Year

LABOR CATEGORY	HOURS (est.)	UNIT PRICE	TOTAL PRICE
Project Director	4,572	\$ 80.46	\$ 367,863.12
Program Manager	572	\$ 69.76	\$ 39,902.72
Word Processor	4,572	\$ 35.09	\$ 160,431.48
Educational Psychologist	2,000	\$ 108.10	\$ 216,200.00
Educational Specialist	6,667	\$ 48.94	\$ 326,282.98
Instructional Systems Specialist	6,667	\$ 49.14	\$ 327,616.38
Statistician	2,000	\$ 38.71	\$ 77,420.00
Psychometrist	4,000	\$ 65.83	\$ 263,320.00
Employee Development Specialist	4,000	\$ 54.31	\$ 217,240.00
Facilitator	4,000	\$ 66.10	\$ 264,400.00
Cost/Benefit Analyst	8,000	\$ 49.09	\$ 392,720.00
Distance Learning Specialist	8,000	\$ 57.92	\$ 463,360.00
Industrial Engineer	2,000	\$ 49.09	\$ 98,180.00
Industrial Psychologist	4,000	\$ 123.66	\$ 494,640.00
Operations Research Analyst	4,000	\$ 56.52	\$ 226,080.00
Management Analyst	1,333	\$ 75.01	\$ 99,988.33
Program Analyst	1,333	\$ 32.45	\$ 43,255.85
Program Information Specialist	1,333	\$ 39.65	\$ 52,853.45
Research Assistant	2,000	\$ 39.72	\$ 79,440.00
Clerical Assistant	572	\$ 25.43	\$ 14,545.96
Administrative Officer/ Analyst/Assistant	286	\$ 35.02	\$ 10,015.72

Third Option Year

LABOR CATEGORY	HOURS (est.)	UNIT PRICE	TOTAL PRICE
Project Director	4,572	\$ 81.85	\$ 374,218.20
Program Manager	572	\$ 71.04	\$ 40,634.88
Word Processor	4,572	\$ 36.08	\$ 164,957.76
Educational Psychologist	2,000	\$ 113.29	\$ 226,580.00
Educational Specialist	6,667	\$ 49.78	\$ 331,883.26
Instructional Systems	6,667	\$ 50.26	\$ 335,083.42

TIRNO-98-D-00012

Specialist			
Statistician	2,000	\$ 39.44	\$ 78,880.00
Psychometrist	4,000	\$ 67.48	\$ 269,920.00
Employee Development	4,000	\$ 55.49	\$ 221,960.00
Specialist			
Facilitator	4,000	\$ 68.49	\$ 273,960.00
Cost/Benefit Analyst	8,000	\$ 50.04	\$ 400,320.00
Distance Learning Specialist	8,000	\$ 59.05	\$ 472,400.00
Industrial Engineer	2,000	\$ 50.04	\$ 100,080.00
Industrial Psychologist	4,000	\$ 129.80	\$ 519,200.00
Operations Research Analyst	4,000	\$ 57.59	\$ 230,360.00
Management Analyst	1,333	\$ 77.74	\$ 103,627.42
Program Analyst	1,333	\$ 33.17	\$ 44,215.61
Program Information	1,333	\$ 40.43	\$ 53,893.19
Specialist			
Research Assistant	2,000	\$ 40.99	\$ 81,980.00
Clerical Assistant	572	\$ 26.19	\$ 14,980.68
Administrative Officer/ Analyst/Assistant	286	\$ 35.83	\$ 10,247.38

Fourth Option Year

LABOR CATEGORY	HOURS (est.)	UNIT PRICE	TOTAL PRICE
Project Director	4,572	\$ 83.22	\$ 380,481.84
Program Manager	572	\$ 72.28	\$ 41,344.16
Word Processor	4,572	\$ 37.11	\$ 169,666.92
Educational Psychologist	2,000	\$ 118.73	\$ 237,460.00
Educational Specialist	6,667	\$ 50.62	\$ 337,483.54
Instructional Systems	6,667	\$ 51.55	\$ 343,683.85
Specialist			
Statistician	2,000	\$ 40.17	\$ 80,340.00
Psychometrist	4,000	\$ 69.13	\$ 276,520.00
Employee Development	4,000	\$ 56.69	\$ 226,760.00
Specialist			
Facilitator	4,000	\$ 70.97	\$ 283,880.00
Cost/Benefit Analyst	8,000	\$ 50.97	\$ 407,760.00
Distance Learning Specialist	8,000	\$ 60.19	\$ 481,520.00
Industrial Engineer	2,000	\$ 50.97	\$ 101,940.00
Industrial Psychologist	4,000	\$ 136.25	\$ 545,000.00
Operations Research Analyst	4,000	\$ 58.64	\$ 234,560.00

TIRNO-98-D-00012

Management Analyst	1,333	\$ 80.54	\$ 107,359.82
Program Analyst	1,333	\$ 33.94	\$ 45,242.02
Program Information Specialist	1,333	\$ 41.24	\$ 54,972.92
Research Assistant	2,000	\$ 42.32	\$ 84,640.00
Clerical Assistant	572	\$ 26.98	\$ 15,432.56
Administrative Officer/ Analyst/Assistant	286	\$ 36.66	\$ 10,484.76

SERVICE AREA 2 - PERSONNEL ASSESSMENTS

Base Year

LABOR CATEGORY	HOURS (est.)	UNIT PRICE	TOTAL PRICE
Project Director	2,286	\$ 176.70	\$ 403,936.20
Program Manager	286	\$ 66.18	\$ 18,927.48
Word Processor	2,286	\$ 45.83	\$ 104,767.38
Educational Psychologist	1,000	\$ 101.95	\$ 101,950.00
Statistician	1,000	\$ 128.47	\$ 128,470.00
Psychometrist	2,000	\$ 56.86	\$ 113,720.00
Facilitator	2,000	\$ 50.21	\$ 100,420.00
Industrial Engineer	1,000	\$ 47.26	\$ 47,260.00
Industrial Psychologist	2,000	\$ 113.93	\$ 227,860.00
Clerical Assistant	286	\$ 36.50	\$ 10,439.00
Administrative Officer/ Analyst/Assistant	143	\$ 36.45	\$ 5,212.35

First Option Year

LABOR CATEGORY	HOURS (est.)	UNIT PRICE	TOTAL PRICE
Project Director	4,572	\$ 185.54	\$ 848,288.88
Program Manager	572	\$ 67.50	\$ 38,610.00
Word Processor	4,572	\$ 47.98	\$ 219,364.56
Educational Psychologist	2,000	\$ 107.04	\$ 214,080.00
Statistician	2,000	\$ 134.89	\$ 269,780.00
Psychometrist	4,000	\$ 59.32	\$ 237,280.00
Facilitator	4,000	\$ 52.39	\$ 209,560.00
Industrial Engineer	2,000	\$ 48.19	\$ 96,380.00
Industrial Psychologist	4,000	\$ 119.63	\$ 478,520.00

TIRNO-98-D-00012

Clerical Assistant	572	\$ 38.30	\$ 21,907.60
Administrative Officer/ Analyst/Assistant	286	\$ 37.89	\$ 10,836.54

Second Option Year

LABOR CATEGORY	HOURS (est.)	UNIT PRICE	TOTAL PRICE
Project Director	4,572	\$ 194.81	\$ 890,671.32
Program Manager	572	\$ 68.76	\$ 39,330.72
Word Processor	4,572	\$ 50.40	\$ 230,428.80
Educational Psychologist	2,000	\$ 112.39	\$ 224,780.00
Statistician	2,000	\$ 141.64	\$ 283,280.00
Psychometrist	4,000	\$ 61.88	\$ 247,520.00
Facilitator	4,000	\$ 54.66	\$ 218,640.00
Industrial Engineer	2,000	\$ 49.09	\$ 98,180.00
Industrial Psychologist	4,000	\$ 125.61	\$ 502,440.00
Clerical Assistant	572	\$ 40.19	\$ 22,988.68
Administrative Officer/ Analyst/Assistant	286	\$ 39.39	\$ 11,265.54

Third Option Year

LABOR CATEGORY	HOURS (est.)	UNIT PRICE	TOTAL PRICE
Project Director	4,572	\$ 204.55	\$ 935,202.60
Program Manager	572	\$ 70.09	\$ 40,091.48
Word Processor	4,572	\$ 52.86	\$ 241,675.92
Educational Psychologist	2,000	\$ 118.01	\$ 236,020.00
Statistician	2,000	\$ 148.72	\$ 297,440.00
Psychometrist	4,000	\$ 64.57	\$ 258,280.00
Facilitator	4,000	\$ 57.04	\$ 228,160.00
Industrial Engineer	2,000	\$ 50.04	\$ 100,080.00
Industrial Psychologist	4,000	\$ 131.89	\$ 527,560.00
Clerical Assistant	572	\$ 42.18	\$ 24,126.96
Administrative Officer/ Analyst/Assistant	286	\$ 40.93	\$ 11,705.98

Fourth Option Year

LABOR CATEGORY	HOURS (est.)	UNIT PRICE	TOTAL PRICE
----------------	--------------	------------	-------------

TIRNO-98-D-00012

Project Director	4,572	\$ 214.78	\$ 981,974.16
Program Manager	572	\$ 71.38	\$ 40,829.36
Word Processor	4,572	\$ 55.43	\$ 253,425.96
Educational Psychologist	2,000	\$ 123.91	\$ 247,820.00
Statistician	2,000	\$ 156.16	\$ 312,320.00
Psychometrist	4,000	\$ 61.42	\$ 245,680.00
Facilitator	4,000	\$ 59.52	\$ 238,080.00
Industrial Engineer	2,000	\$ 50.97	\$ 101,940.00
Industrial Psychologist	4,000	\$ 138.48	\$ 553,920.00
Clerical Assistant	572	\$ 44.26	\$ 25,316.72
Administrative Officer/ Analyst/Assistant	286	\$ 42.55	\$ 12,169.30

SERVICE AREA 3 - CREATION OF SPECIFIC COURSES, CURRICULA, AND
PERFORMANCE DEVELOPMENT MATERIALS

Base Year

LABOR CATEGORY	HOURS (est.)	UNIT PRICE	TOTAL PRICE
Project Director	2,286	\$ 77.75	\$ 177,736.50
Program Manager	286	\$ 67.29	\$ 19,244.94
Instructor	10,000	\$ 42.35	\$ 423,500.00
Word Processor	2,286	\$ 33.17	\$ 75,826.62
Educational Specialist	3,333	\$ 47.31	\$ 157,684.23
Instructional Systems Specialist	3,333	\$ 46.98	\$ 156,584.34
Statistician	1,000	\$ 37.25	\$ 37,250.00
Employee Development Specialist	2,000	\$ 52.06	\$ 104,120.00
Training Coordinator	5,000	\$ 31.91	\$ 159,550.00
Facilitator	2,000	\$ 61.59	\$ 123,180.00
Distance Learning Specialist	4,000	\$ 55.67	\$ 222,680.00
Computer Based Training Design Specialist - CD ROM/EPSS/INTERNET	5,000	\$ 52.76	\$ 263,800.00
Computer Programmer	1,000	\$ 40.32	\$ 40,320.00
Computer Programmer - Analyst	1,000	\$ 44.91	\$ 44,910.00
Computer Software Engineer	1,000	\$ 53.79	\$ 53,790.00

TIRNO-98-D-00012

Computer Systems Analyst	1,000	\$ 56.00	\$ 56,000.00
Editor	1,000	\$ 44.99	\$ 44,990.00
Editorial Assistant	1,000	\$ 28.53	\$ 28,530.00
Management Analyst	667	\$ 65.85	\$ 43,921.95
Program Analyst	667	\$ 30.96	\$ 20,650.32
Program Information Specialist	667	\$ 38.07	\$ 25,392.69
Graphic Artist	1,000	\$ 41.89	\$ 41,890.00
Video Production Specialist	1,000	\$ 48.01	\$ 48,010.00
Video Production (Specializations)	2,000	\$ 48.01	\$ 96,020.00
Clerical Assistant	286	\$ 33.83	\$ 9,675.38
Administrative Officer/Analyst/Assistant	143	\$ 33.37	\$ 4,771.91

First Option Year

LABOR CATEGORY	HOURS (est.)	UNIT PRICE	TOTAL PRICE
Project Director	4,572	\$ 79.10	\$ 361,645.20
Program Manager	572	\$ 68.55	\$ 39,210.60
Instructor	20,000	\$ 43.42	\$ 868,400.00
Word Processor	4,572	\$ 33.99	\$ 155,402.28
Educational Specialist	6,667	\$ 48.14	\$ 320,949.38
Instructional Systems Specialist	6,667	\$ 48.05	\$ 320,349.35
Statistician	2,000	\$ 37.97	\$ 75,940.00
Employee Development Specialist	4,000	\$ 53.17	\$ 212,680.00
Training Coordinator	10,000	\$ 32.55	\$ 325,500.00
Facilitator	4,000	\$ 63.81	\$ 255,240.00
Distance Learning Specialist	8,000	\$ 56.80	\$ 454,400.00
Computer Based Training Design Specialist - CD ROM/EPSS/INTERNET	10,000	\$ 54.05	\$ 540,600.00
Computer Programmer	2,000	\$ 41.00	\$ 82,000.00
Computer Programmer - Analyst	2,000	\$ 45.62	\$ 91,240.00
Computer Software Engineer	2,000	\$ 54.69	\$ 109,380.00
Computer Systems Analyst	2,000	\$ 57.70	\$ 115,400.00

TIRNO-98-D-00012

Editor	2,000	\$ 46.46	\$ 92,920.00
Editorial Assistant	2,000	\$ 29.08	\$ 58,160.00
Management Analyst	1,333	\$ 68.05	\$ 90,710.65
Program Analyst	1,333	\$ 31.68	\$ 42,229.44
Program Information Specialist	1,333	\$ 38.85	\$ 51,787.05
Graphic Artist	2,000	\$ 43.49	\$ 86,980.00
Video Production Specialist	2,000	\$ 49.46	\$ 98,920.00
Video Production (Specializations)	4,000	\$ 49.46	\$ 197,840.00
Clerical Assistant	572	\$ 35.39	\$ 20,243.08
Administrative Officer/Analyst/Assistant	286	\$ 34.19	\$ 9,778.34

Second Option Year

LABOR CATEGORY	HOURS (est.)	UNIT PRICE	TOTAL PRICE
Project Director	4,572	\$ 80.46	\$ 367,863.12
Program Manager	572	\$ 69.76	\$ 39,902.72
Instructor	20,000	\$ 44.49	\$ 889,800.00
Word Processor	4,572	\$ 35.09	\$ 160,431.48
Educational Specialist	6,667	\$ 48.94	\$ 326,282.98
Instructional Systems Specialist	6,667	\$ 49.14	\$ 327,616.38
Statistician	2,000	\$ 38.71	\$ 77,420.00
Employee Development Specialist	4,000	\$ 54.31	\$ 217,240.00
Training Coordinator	10,000	\$ 33.19	\$ 331,900.00
Facilitator	4,000	\$ 66.10	\$ 264,400.00
Distance Learning Specialist	8,000	\$ 57.92	\$ 463,360.00
Computer Based Training Design Specialist - CD ROM/EPSS/INTERNET	10,000	\$ 55.38	\$ 553,800.00
Computer Programmer	2,000	\$ 41.68	\$ 83,360.00
Computer Programmer - Analyst	2,000	\$ 46.34	\$ 92,680.00
Computer Software Engineer	2,000	\$ 55.58	\$ 111,160.00
Computer Systems Analyst	2,000	\$ 59.46	\$ 118,920.00
Editor	2,000	\$ 47.99	\$ 95,980.00

TIRNO-98-D-00012

Editorial Assistant	2,000	\$ 29.68	\$ 59,360.00
Management Analyst	1,333	\$ 70.33	\$ 93,749.89
Program Analyst	1,333	\$ 32.45	\$ 43,255.85
Program Information Specialist	1,333	\$ 39.65	\$ 52,853.45
Graphic Artist	2,000	\$ 45.16	\$ 90,320.00
Video Production Specialist	2,000	\$ 50.92	\$ 101,840.00
Video Production (Specializations)	4,000	\$ 50.92	\$ 203,680.00
Clerical Assistant	572	\$ 37.01	\$ 21,169.72
Administrative Officer/Analyst/Assistant	286	\$ 35.02	\$ 10,015.72

Third Option Year

LABOR CATEGORY	HOURS (est.)	UNIT PRICE	TOTAL PRICE
Project Director	4,572	\$ 81.85	\$ 374,218.20
Program Manager	572	\$ 71.04	\$ 40,634.88
Instructor	20,000	\$ 45.58	\$ 911,600.00
Word Processor	4,572	\$ 36.08	\$ 164,957.76
Educational Specialist	6,667	\$ 49.78	\$ 331,883.26
Instructional Systems Specialist	6,667	\$ 50.26	\$ 335,083.42
Statistician	2,000	\$ 39.44	\$ 78,880.00
Employee Development Specialist	4,000	\$ 55.49	\$ 221,960.00
Training Coordinator	10,000	\$ 33.85	\$ 338,500.00
Facilitator	4,000	\$ 68.49	\$ 273,960.00
Distance Learning Specialist	8,000	\$ 59.05	\$ 472,400.00

TIRNO-98-D-00012

Computer Based Training Design Specialist - CD ROM/EPSS/INTERNET	10,000	\$ 56.74	\$ 567,400.00
Computer Programmer	2,000	\$ 42.37	\$ 84,740.00
Computer Programmer - Analyst	2,000	\$ 47.08	\$ 94,160.00
Computer Software Engineer	2,000	\$ 56.50	\$ 113,000.00
Computer Systems Analyst	2,000	\$ 61.30	\$ 122,600.00
Editor	2,000	\$ 49.57	\$ 99,140.00
Editorial Assistant	2,000	\$ 30.22	\$ 60,440.00
Management Analyst	1,333	\$ 72.70	\$ 96,909.10
Program Analyst	1,333	\$ 33.17	\$ 44,215.61
Program Information Specialist	1,333	\$ 40.43	\$ 53,893.19
Graphic Artist	2,000	\$ 46.90	\$ 93,800.00
Video Production Specialist	2,000	\$ 52.45	\$ 104,900.00
Video Production (Specializations)	4,000	\$ 52.45	\$ 209,800.00
Clerical Assistant	572	\$ 38.72	\$ 22,147.84
Administrative Officer/ Analyst/Assistant	286	\$ 35.83	\$ 10,247.38

Fourth Option Year

LABOR CATEGORY	HOURS (est.)	UNIT PRICE	TOTAL PRICE
Project Director	4,572	\$ 83.22	\$ 380,481.84
Program Manager	572	\$ 72.28	\$ 41,344.16
Instructor	20,000	\$ 46.70	\$ 934,000.00
Word Processor	4,572	\$ 37.11	\$ 169,666.92
Educational Specialist	6,667	\$ 50.62	\$ 337,483.54
Instructional Systems Specialist	6,667	\$ 51.55	\$ 343,683.85
Statistician	2,000	\$ 40.17	\$ 80,340.00
Employee Development Specialist	4,000	\$ 56.69	\$ 226,760.00
Training Coordinator	10,000	\$ 34.51	\$ 345,100.00
Facilitator	4,000	\$ 70.97	\$ 283,880.00
Distance Learning Specialist	8,000	\$ 60.19	\$ 481,520.00
Computer Based Training	10,000	\$ 58.14	\$ 581,400.00

TIRNO-98-D-00012

Design Specialist - CD			
ROM/EPSS/INTERNET			
Computer Programmer	2,000	\$ 43.05	\$ 86,100.00
Computer Programmer -	2,000	\$ 47.81	\$ 95,620.00
Analyst			
Computer Software	2,000	\$ 57.42	\$ 114,840.00
Engineer			
Computer Systems Analyst	2,000	\$ 63.19	\$ 126,380.00
Editor	2,000	\$ 51.16	\$ 102,320.00
Editorial Assistant	2,000	\$ 30.79	\$ 61,580.00
Management Analyst	1,333	\$ 75.13	\$ 100,148.29
Program Analyst	1,333	\$ 33.94	\$ 45,242.02
Program Information	1,333	\$ 41.24	\$ 54,972.92
Specialist			
Graphic Artist	2,000	\$ 48.69	\$ 97,380.00
Video Production Specialist	2,000	\$ 54.01	\$ 108,020.00
Video Production	4,000	\$ 54.01	\$ 216,040.00
(Specializations)			
Clerical Assistant	572	\$ 40.51	\$ 23,171.72
Administrative Officer/	286	\$ 36.66	\$ 10,484.76
Analyst/Assistant			

SECTION K
REPRESENTATIONS, CERTIFICATIONS AND
OTHER STATEMENTS OF OFFERORS

K.1 INCORPORATION BY REFERENCE

The Representations, Certifications and Other Statements submitted by the contractor as part of its proposal dated September 25, 1997, as amended, are incorporated herein by reference and are made a material part of this contract.

K.2 SMALL AND DISADVANTAGED BUSINESS SUBCONTRACTING PLAN

The Small and Disadvantaged Business Subcontracting Plan submitted by the contractor as part of its proposal dated September 25, 1997, as amended, has been approved. It is incorporated herein by reference and is made a material part of this contract.